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ATTORNEY FOR DEBTORS

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE	§	
	§	
LOCHRANN'S IRISH PUB & EATERY, LTD	§	CASE 10-43929-11
	§	
DEBTOR	§	

DEBTOR'S MOTION TO REJECT LEASE

NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN OBJECTION OR REQUEST FOR HEARING IS FILED WITH THE UNITED STATES BANKRUPTCY CLERK, 660 N. CENTRAL EXPRESSWAY, THIRD FLOOR, PLANO, TEXAS 75074, WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF THE FILING OF THIS MOTION, UNLESS THE COURT, SUA SPONTE, OR UPON TIMELY APPLICATION OF A PARTY IN INTEREST, SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION OR REQUEST FOR HEARING.

IF NO OBJECTION OR REQUEST FOR HEARING IS TIMELY FILED, THE MOTION SHALL BE DEEMED TO BE UNOPPOSED AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. THE COURT RESERVES THE RIGHT TO SET ANY MATTER FOR HEARING.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE BRENDA T. RHOADES:

COMES NOW, Lochrann's Irish Pub & Eatery, Ltd., Debtor in the above styled and numbered cause and files this their Debtor's Motion to Reject Lease ("Motion") and in support thereof would respectfully show unto the Court as follows:

1. Debtor filed its Chapter 11 bankruptcy on November 9, 2010.

2. The Debtor owes and operates a restaurant in Frisco Texas.
3. The Debtor leases its operation in Frisco from Frisco Square.
4. The Debtor has decided to Reject the Lease on the Frisco location.
5. The Debtor believes the reject is in the best interests of the estate in that the location is too expensive for the Debtor and the Debtor would have a substantial cure obligation if it remained at the location.
6. The Debtor seeks to reject the lease and vacant the premises in an orderly manner.
7. The Debtor's property at the location is subject to the lien claims of Amergy Bank and the bank has a landlord's lien subordination agreement.
8. Therefore, the Debtor seeks authority to reject the lease and remove the property at the location at a time agreeable to the landlord and the bank. In the event the parties cannot agree the Debtor requests it be granted 30 days to vacant the premises, provided it pays its rental during the hold over period.

WHEREFORE PREMISES CONSIDERED, the Debtor respectfully requests this matter be set down for hearing and upon final hearing hereon the Court enter an Order authorizing the rejection of the lease, and for such other and further relief in law or in equity to which the Debtor may show itself justly entitled.

Respectfully submitted,

/s/ Eric Liepins
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion was sent to all creditors of the estate on this the 30th day of March, 2011.

/s/ Eric Liepins
Eric Liepins